

# **Solicitation 08365-12**

## **Road Materials: Emulsified Asphalt**



**Collin County**

## Bid 08365-12

### Road Materials: Emulsified Asphalt

Bid Number 08365-12  
Bid Title Road Materials: Emulsified Asphalt

Bid Start Date In Held  
Bid End Date Oct 4, 2012 2:00:00 PM CDT  
Question & Answer End Date Oct 2, 2012 12:00:00 PM CDT

Bid Contact Matt Dobecka CPPB  
Contract Administrator  
Collin County Purchasing  
972-548-4103  
mdobecka@co.collin.tx.us

Contract Duration 1 year  
Contract Renewal 3 annual renewals  
Prices Good for 90 days

Standard Disclaimer \*\*\*Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).\*\*\*  
Mailing Address:  
Collin County Purchasing  
2300 Bloomdale Rd., Ste 3160  
McKinney, TX 75071  
Prices bid/proposed shall only be considered if they are provided in the appropriate space (s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.  
All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

Bid Comments \*\* Bidder's price per gallon/ton delivered shall include all cost associated with delivery (i.e. hauling & fuel rates).  
\*\* For those wishing to bid on Cold Central Plant Recycling, the price bid shall be for turnkey services.

#### Item Response Form

Item 08365-12--01-01 - AE-P: price per gallon - Plant Site  
Quantity 1 gallon  
Unit Price   
Plant Site Location   
Approx. Distance From   
McKinney, TX  
Delivery Location Collin County

Collin County- See P.O.  
See P.O. for Delivery Location  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per gallon of AE-P - Plant Site.

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Item	<b>08365-12--01-02 - AE-P: Price per gallon - Delivered</b>
Quantity	<b>1 gallon</b>
Unit Price	<input type="text"/>
Plant Site Location	<input type="text"/>
Approx. Distance From McKinney, TX	<input type="text"/>
Per Hour Price for Add'l Demurrage Time	<input type="text"/>
Delivery Location	<b>Collin County</b> <u>Collin County- See P.O.</u> See P.O. for Delivery Location 2300 Bloomdale Rd. Ste. 3160 McKinney TX 75071 <b>Qty 1</b>

**Description**

Bidder shall state price per gallon of AE-P - Delivered.

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Item	<b>08365-12--01-03 - AES-300: price per gallon - Plant Site</b>
Quantity	<b>1 gallon</b>
Unit Price	<input type="text"/>
Plant Site Location	<input type="text"/>
Approx. Distance From McKinney, TX	<input type="text"/>
Delivery Location	<b>Collin County</b> <u>Collin County- See P.O.</u> See P.O. for Delivery Location 2300 Bloomdale Rd. Ste. 3160 McKinney TX 75071 <b>Qty 1</b>

**Description**

Bidder shall state price per gallon of AES-300 - Plant Site.

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Item	<b>08365-12--01-04 - AES-300: price per gallon - Delivered</b>
Quantity	<b>1 gallon</b>
Unit Price	<input type="text"/>
Plant Site Location	<input type="text"/>
Approx. Distance From McKinney, TX	<input type="text"/>

Per Hour Price for Add'l   
Demurrage Time  
Delivery Location

**Collin County**  
Collin County- See P.O.  
See P.O. for Delivery Location  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state prices per gallon of AES-300 - Delivered.

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Item **08365-12--01-05 - CRS-2 price per gallon - Plant Site**  
Quantity **1 gallon**  
Unit Price   
Plant Site Location   
Approx. Distance From   
McKinney, TX  
Delivery Location **Collin County**  
Collin County- See P.O.  
See P.O. for Delivery Location  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney TX 75071  
**Qty 1**

**Description**

Bidders shall state price per gallon of CRS-2 - Plant Site.

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Item **08365-12--01-06 - CRS-2 price per gallon - Delivered**  
Quantity **1 gallon**  
Unit Price   
Plant Site Location   
Approx. Distance From   
McKinney, TX  
Per Hour Price for Add'l   
Demurrage Time  
Delivery Location **Collin County**  
Collin County- See P.O.  
See P.O. for Delivery Location  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per gallon of CRS-2 - Delivered

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Item **08365-12--01-07 - CRS-2H: price per gallon - Plant Site**  
Quantity **1 gallon**  
Unit Price   
Plant Site Location

Approx. Distance From  
McKinney, TX

Delivery Location

**Collin County**

Collin County- See P.O.

See P.O. for Delivery Location

2300 Bloomdale Rd.

Ste. 3160

McKinney TX 75071

**Qty 1**

**Description**

Bidder shall state price per gallon of CRS-2H - Plant Site.

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Item **08365-12--01-08 - CRS-2H: price per gallon - Delivered**

Quantity **1 gallon**

Unit Price

Plant Site Location

Approx. Distance From  
McKinney, TX

Per Hour Price for Add'l  
Demurrage Time

Delivery Location

**Collin County**

Collin County- See P.O.

See P.O. for Delivery Location

2300 Bloomdale Rd.

Ste. 3160

McKinney TX 75071

**Qty 1**

**Description**

Bidder shall state price per gallon for CRS-2H - Delivered.

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Item **08365-12--01-09 - CRS-1P: price per gallon - Plant Site**

Quantity **1 gallon**

Unit Price

Plant Site Location

Approx. Distance From  
McKinney, TX

Delivery Location

**Collin County**

Collin County- See P.O.

See P.O. for Delivery Location

2300 Bloomdale Rd.

Ste. 3160

McKinney TX 75071

**Qty 1**

**Description**

Bidder shall state price per gallon of CRS-1P - Plant Site.

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Item **08365-12--01-10 - CRS-1P: price per gallon - Delivered**

Quantity **1 gallon**

Unit Price

Plant Site Location

Approx. Distance From  
McKinney, TX

Per Hour Price for Add'l  
Demurrage Time

Delivery Location **Collin County**  
Collin County- See P.O.  
See P.O. for Delivery Location  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per gallon of CRS-1P - Delivered

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Item **08365-12--01-11 - CRS-2P: price per gallon - Plant Site**

Quantity **1 gallon**

Unit Price

Plant Site Location

Approx. Distance From  
McKinney, TX

Delivery Location **Collin County**  
Collin County- See P.O.  
See P.O. for Delivery Location  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per gallon of CRS-2P - Plant Site.

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Item **08365-12--01-12 - CRS-2P: price per gallon - Delivered**

Quantity **1 gallon**

Unit Price

Plant Site Location

Approx. Distance From  
McKinney, TX

Per Hour Price for Add'l  
Demurrage Time

Delivery Location **Collin County**  
Collin County- See P.O.  
See P.O. for Delivery Location  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per gallon of CRS-2P - Delivered.

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Item **08365-12--01-13 - CRS-2H+: price per gallon - Plant Site**

Quantity **1 gallon**

Unit Price

Plant Site Location

Approx. Distance From  
McKinney, TX

Delivery Location **Collin County**  
Collin County- See P.O.  
See P.O. for Delivery Location  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per gallon of CRS-2H+ - plant site.

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Item **08365-12--01-14 - CRS-2H+: price per gallon - Delivered**

Quantity **1 gallon**

Unit Price

Plant Site Location

Approx. Distance From  
McKinney, TX

Per Hour Price for Add'l  
Demurrage Time

Delivery Location **Collin County**  
Collin County- See P.O.  
See P.O. for Delivery Location  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per gallon of CRS-2H+ - Delivered.

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Item **08365-12--01-15 - SS-1H: price per gallon - Plant Site**

Quantity **1 gallon**

Unit Price

Plant Site Location

Approx. Distance From  
McKinney, TX

Delivery Location **Collin County**  
Collin County- See P.O.  
See P.O. for Delivery Location  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per gallon for SS-1H - plant site.

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Item **08365-12--01-16 - SS-1H: price per gallon - Delivered**

Quantity **1 gallon**

Unit Price

Plant Site Location

Approx. Distance From  
McKinney, TX

Per Hour Price for Add'l  
Demurrage Time

Delivery Location **Collin County**  
Collin County- See P.O.  
See P.O. for Delivery Location  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per gallon for SS-1H - Delivered.

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Item **08365-12--01-17 - CSS-1H: price per gallon - Plant Site**

Quantity **1 gallon**

Unit Price

Plant Site Location

Approx. Distance From  
McKinney, TX

Delivery Location **Collin County**  
Collin County- See P.O.  
See P.O. for Delivery Location  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per gallon of CSS-1H - Plant Site

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Item **08365-12--01-18 - CSS-1H: price per gallon - Delivered**

Quantity **1 gallon**

Unit Price

Plant Site Location

Approx. Distance From  
McKinney, TX

Per Hour Price for Add'l  
Demurrage Time

Delivery Location **Collin County**  
Collin County- See P.O.  
See P.O. for Delivery Location  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per gallon of CSS-1H - Delivered

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Item **08365-12--01-19 - Dust Control Oil, CSS-1S or Collin County approved equal - Plant Site**

Quantity **1 gallon**

Unit Price



Plant Site Location

Approx. Distance From  
McKinney, TX

Delivery Location **Collin County**  
Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per gallon of Dust Control Oil, CSS-1S or Collin County approved equal for Plant Site.

Item **08365-12--01-20 - Dust Control Oil, CSS-1S or Collin County approved equal - Delivered**

Quantity **1 gallon**

Unit Price

Plant Site Location

Approx. Distance From  
McKinney, TX

Per Hour Price for Add'l  
Demurrage Time

Delivery Location **Collin County**  
Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per gallon of Dust Control Oil, CSS-1S or Collin County approved equal - Delivered.

Item **08365-12--01-21 - Cold Central Plant Recycling of Asphalt Millings: Short Term/per ton/Plant Site**

Quantity **1 ton**

Unit Price

Plant Site Location

Approx. Distance From  
McKinney, TX

Delivery Location **Collin County**  
Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per ton of Cold Central Plant Recycling of Asphalt Millings: Short Term (14-75 days) per ton for Plant Site.

Item **08365-12--01-22 - Cold Central Plant Recycling of Asphalt Millings: Long Term/per ton/Plant Site**

Quantity **1 ton**  
 Unit Price   
 Plant Site Location   
 Approx. Distance From McKinney, TX   
 Delivery Location **Collin County**  
Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per ton of Cold Central Plant Recycling of Asphalt Millings: Long Term (75-365 days) for Plant Site.

Item **08365-12--01-23 - Cold Central Plant Recycling of Asphalt Millings: Immediate/per ton/Plant Site**  
 Quantity **1 ton**  
 Unit Price   
 Plant Site Location   
 Approx. Distance From McKinney, TX   
 Delivery Location **Collin County**  
Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per ton of Immediate ( to be layed in not more than 24hrs) for Plant Site.

Item **08365-12--01-24 - Cold Central Plant Recycling of Asphalt Millings: Immediate/per ton/Plant Site**  
 Quantity **1 ton**  
 Unit Price   
 Plant Site Location   
 Approx. Distance From McKinney, TX   
 Delivery Location **Collin County**  
Collin County- See P.O.  
 See P.O. for Delivery Location  
 2300 Bloomdale Rd.  
 Ste. 3160  
 McKinney TX 75071  
**Qty 1**

**Description**

Bidder shall state price per ton of Immediate lay material (including lay down and compaction) for Plant Site.



## **COLLIN COUNTY, TEXAS TERMS AND CONDITIONS**

### **1.0 GENERAL INSTRUCTIONS**

#### **1.0.1 Definitions**

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 County refers to Collin County

1.0.1.4 The term "Forum" shall include Collin County and all participating entities of the Collin County Governmental Purchasers Forum.

1.0.1.5 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.6 IFB: refers to Invitation For Bid.

1.0.1.7 RFQ: refers to Request For Qualifications.

1.0.1.8 RFP: refers to Request For Proposal.

1.0.1.9 RFI: refers to Request For Information.

1.0.1.10 Quotation: refers to Request for Quotation.

1.1 If Bidder/Quoter/Offeror does not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91<sup>st</sup>) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), and Quotations and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County and the Collin County Governmental Purchasers Forum.

1.7 All IFB's, RFP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/ number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's and RFI's may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Request For Information (RFI) submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Request For Information (RFI) submitted in hard copy paper form. IFB's, RFP's, RFQ's, RFI's received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/RFI, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at [www.bidsync.com](http://www.bidsync.com), telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to the purchasing entities' approval.

1.15 Collin County and the Collin County Governmental Purchasers Forum reserve the right to make award in whole or in part as it deems to be in the best interest of the County and the Collin County Governmental Purchasers Forum.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding The Acceptance of Gifts by County Officials & County Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards For Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County and the Collin County Governmental Purchasers Forum may request documentation and other information sufficient to determine Bidder's/Quoter's/ Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of an RFI/IFB/RFQ/RFP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law, all bids received will be available for inspection at that time.

## 2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County and the Collin County Governmental Purchasers Forum. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding The Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans With Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which is rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such

bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County or participating entity to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with a thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County/Forum member's designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department of the participating Forum member immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the entities' Purchasing Agent. The County/Forum Member has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices:

2.17.1 Invoices for goods/services purchased by Collin County shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1.1 Collin County Purchase Order Number;

2.17.1.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.1.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.17.2 Invoices for goods/services purchased by all other participating Forum Members shall reference the ordering entity's Purchase Order Number and shall be mailed directly to the address so indicated on the Purchase Order.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and

remedies available as stated in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider agrees to protect Collin County/Forum Member from any claims involving infringements of patents and/or copyrights.

2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County/Forum Member with diagnostic access tools at no additional cost to Collin County/Forum Member, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County Properties. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendor/Contractor/Provider must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation shall be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the vendor/contractor/provider certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the vendor/contractor/provider will notify the



Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

**NOTE:** All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

**3.0 INSURANCE REQUIREMENTS**

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 Commercial General Liability insurance at minimum combined single limits of (\$2,000,000 per-occurrence and \$5,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.

3.1.2 Workers Compensation insurance at statutory limits, including employer's liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Department of Insurance, Division of Workers' Compensation; (Note: If you have questions concerning these requirements, you are instructed to contact the DWC at (512) 440-3789).

3.1.2.1 Definitions: Certificate of coverage ("certificate"); A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, OR DWC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

3.1.2.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3.1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

3.1.2.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

3.1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

3.1.2.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

3.1.2.5.2 no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

3.1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

3.1.2.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

3.1.2.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

3.1.2.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

3.1.2.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

3.1.2.9.2 provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3.1.2.9.3 provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

3.1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

3.1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

3.1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

3.1.2.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

3.1.2.9.6 notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

3.1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 3.1.2.1 through 3.1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

3.1.2.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

3.1.2.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

3.1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

3.1.4 Professional Liability Insurance at minimum limits of \$1,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

3.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

3.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.3.3 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3.4 All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

3.4.1 A financial rating of B+VII or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.5.2 Sets forth the notice of cancellation or termination to Collin County.

3.6 Contractor shall maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this contract. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 shall be provided.

#### **4.0 SPECIAL CONDITIONS AND SPECIFICATIONS**

4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas, sealed bids will be received for Road Materials: Emulsified Asphalt.

4.2 Purpose: It is the intent of the following specifications to describe various types of Emulsified Asphalt needed by Collin County and various members of the Collin County Governmental Purchasers Forum. Types of asphalt required include but are not necessarily limited to: AE-P, AES-300, CSS-1S, CRS-1P, CRS-2P, CRS-2H+, CRS-2, CRS-2H, SS-1H, CSS-1H. All asphalt must meet the standards set forth in Item #300, Asphalt, Oils and Emulsions, Standard Specifications for Construction of Highways, Streets and Bridges, 2004 Edition, Texas Department of Public Highways and Transportation. The Collin County Governmental Purchasers Forum reserves the right to add or delete participating entities as needs arise or change throughout the contract period.

4.3 Term: Provide for a contract commencing on October 1, 2012 and continuing through and including September 30, 2013 with three (3) optional one (1) year renewals.

4.4 Funding: Funds for payment for Collin County expenditures have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. All other participating entities expenditures have been provided through their entity's governing body for this fiscal year only. State of Texas statutes prohibit any obligation of public funds beyond the fiscal year for which a budget has been approved.

4.5 Price Reduction: If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the Collin County Governmental Purchasers Forum shall receive such price reduction.

4.6 Price Redetermination: A price redetermination may be considered by Collin County only at the twelve (12) month, twenty-four (24) month, and thirty-six (36) month anniversary date of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County and the Collin County Governmental Purchasers Forum reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County and the Collin County Governmental Purchasers Forum.

4.7 Cold Central Plant Recycling: The following are additional requirements for those wishing to bid on Cold Central Plant Recycling: 1) product shall meet TXDOT specification 926-77-18 dated January 2008. (Specifications are available upon request). 2) The price bid shall be for turnkey services and shall include but not be limited to any testing of road materials, design mix or other technical assistance associated with the use of this process; all cost(s) of supplying to the forum member a pugmill(s) and personnel required to operate the pugmill(s);

cost of a transport(s) equipped with a pump capable of pumping the oil from the transport(s) to the pugmill or to the entity's transport truck, and mobilization thereof.

4.8 Delivery Location: The Collin County Governmental Purchasers Forum estimates that approximately 10% of the required asphalt will be picked up by the various entities from the vendor's plant site, with the remainder delivered by vendor to various job site locations throughout the County. Evaluation will include the round trip cost for the entity to pick up material based on a rate of \$2.70 per mile.

4.9 Delivery Time/Demurrage Time: Delivery time is an important consideration in the evaluation of the lowest and best bid. Bidder shall be able to place emulsified asphalt at the Collin County Governmental Purchasers Forum's designated locations within twenty-four (24) hours after receipt of an order. Delivery shall include three (3) hours demurrage. Vendor shall state in the space provided the price per hour, if any, for additional demurrage time. Any exceptions to the required delivery time or demurrage time shall be stated in the space provided.

4.10 Delivery Location: Locations for delivery will be stated on each purchase order.

4.11 Freight: It is understood that the Freight Commodity Tariff as set by the Texas Railroad Commission is a factor beyond the control of the bidder and may affect price bid during the contract period. Bidder shall notify Collin County immediately in writing of any such change. This will be the only allowable increase. Collin County reserves the right to accept or reject any request for increase.

4.12 Testing: Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County or the Collin County Governmental Purchaser's Forum.

4.13 Approximate Usage: Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Emulsified Asphalt will be ordered on an as-needed basis.

Estimated Annual Usage:

<u>AE-P:</u>	Collin County	50,000 gal
	City of Frisco	15,000 gal
	City of McKinney	12,000 gal
	TOTAL	77,000 gal

<u>AES-300:</u>	Collin County	500,000 gal
	TOTAL	500,000 gal

<u>CRS-2:</u>	Collin County	100,000 gal
	City of McKinney	15,000 gal
	TOTAL	115,000 gal

<u>CRS-2H:</u>	Collin County	500,000 gal
	City of McKinney	50,000 gal
	TOTAL	540,000 gal

<u>CRS-2H+</u>	Collin County	100,000 gal
<u>CRS-2P/CRS-1P:</u>	Collin County	50,000 gal
	TOTAL	50,000 gal
<u>SS-1H/CSS-1H</u>	Collin County	200,000 gal
	City of McKinney	12,000 gal
	TOTAL	212,000 gal
<u>Dust Control Oil</u>	Collin County	250,000 gal
CSS-1S or	TOTAL	250,000 gal
Approved Equal		

4.14 Dust Control Oil: Dust control oil bid shall dilute with cold water and flow through spray bar and pumps without stopping them up. Bidders submitting bids for dust control oil shall provide a sample for demonstration to the County upon request. Samples of product not meeting these requirements shall be considered unacceptable for award.

4.15 Prices offered shall only be considered if they are provided in the appropriate space(s) on the bid form. For consideration, any additions or deductions to the bid prices offered must be shown under the exceptions section of the bid. Extraneous numbers, prices, comments, etc. appearing elsewhere on the bid shall be deemed to have no effect on the prices offered in the designated locations. Bidder's price per gallon/ton delivered shall include all cost associated with delivery (i.e. hauling & fuel rates).



## SIGNATURE FORM COLLIN COUNTY, TEXAS

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

☐ WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

☐ WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

### COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas?      ☐ Yes      ☐ No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: ☐ Yes ☐ No

if "yes", what is that dollar increment or percentage?

**Company Profile: IS YOUR FIRM?**

Sole Proprietorship	<input type="radio"/>	Yes	<input type="radio"/>	No
General Partnership	<input type="radio"/>	Yes	<input type="radio"/>	No
Limited Partnership	<input type="radio"/>	Yes	<input type="radio"/>	No
Corporation	<input type="radio"/>	Yes	<input type="radio"/>	No
Other <input type="text"/>	<input type="radio"/>	Yes	<input type="radio"/>	No

List Legal Names in Company:

**List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.**

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? ☐ Yes ☐ No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	<input type="text"/>
Street Address of Principal Place of Business	<input type="text"/>
City, State, Zip	<input type="text"/>
Phone of Principal Place of Business	<input type="text"/>
Fax of Principal Place of Business	<input type="text"/>
E-mail Address of Representative	<input type="text"/>
Federal Identification Number	<input type="text"/>
Date	<input type="text"/>
Acknowledgement of Addenda	#1 € #2 € #3 € #4 € #5 € #6 €
Authorized Representative Name	<input type="text"/>
Authorized Representative Title	<input type="text"/>
Signature (Required for paper bid submission)	<input type="text"/>

## CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

**For vendor or other person doing business with local governmental entity**

<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p><b>1</b>    <b>Name of person doing business with local governmental entity.</b></p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	<p>Date Received</p>
<p><b>2</b>    <input type="checkbox"/>    <b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3</b>    <b>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</b></p> <div style="border: 1px solid black; height: 150px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 50%; transform: translateY(-50%); width: 20px; height: 100px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, #ccc 2px, #ccc 4px); border: 1px solid #ccc;"></div> </div>	
<p><b>4</b>    <b>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</b></p> <div style="border: 1px solid black; height: 150px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 50%; transform: translateY(-50%); width: 20px; height: 100px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, #ccc 2px, #ccc 4px); border: 1px solid #ccc;"></div> </div>	

Adopted 11/02/2005

**FORM CIQ****CONFLICT OF INTEREST QUESTIONNAIRE****Page 2****For vendor or other person doing business with local governmental entity**

- 5 Name of local government officer with whom filer has affiliation or business relationship.  
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

**6**

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

### AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company

Title of Officer

Name of Officer

Date:

**Form W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: : : :
or
Employer identification number
: : : :

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## Question and Answers for Bid #08365-12 - Road Materials: Emulsified Asphalt

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.